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dba GLORYBEE and GLORYBEE FOODS, INC.

12  
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF ALAMEDA**

15 ENVIRONMENTAL RESEARCH  
16 CENTER, INC. a non-profit California  
corporation,

17 Plaintiff,

18 v.

19 GLORYBEE NATURAL SWEETENERS,  
20 INC. dba GLORYBEE and GLORYBEE  
21 FOODS, INC., an Oregon corporation,

22 Defendant.

**CASE NO. RG17850461**

**STIPULATED CONSENT  
JUDGMENT**

**Health & Safety Code § 25249.5 *et seq.***

**Action Filed: February 23, 2017**

**Trial Date: None set**

23  
24 **1. INTRODUCTION**

25 **1.1** On February 23, 2017, Plaintiff Environmental Research Center, Inc. (“ERC”), a  
26 non-profit corporation, as a private enforcer and in the public interest, initiated this action by  
27 filing a Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the  
28 provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”),

1 against GLORYBEE NATURAL SWEETENERS, INC. dba GLORYBEE and GLORYBEE  
2 FOODS, INC. (“GLORYBEE”). In this action, ERC alleges that a number of products  
3 manufactured, distributed, or sold by GLORYBEE contain lead, a chemical listed under  
4 Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to this chemical  
5 at a level requiring a Proposition 65 warning. These products (referred to hereinafter  
6 individually as a “Covered Product” or collectively as “Covered Products”) are bee hive-related  
7 supplements including:

- 8 • GloryBee Inc. Propolis Powder w/ 20% Carob - Lead
- 9 • GloryBee Foods Inc. Hive Complex with Royal Jelly & Ginseng - Lead
- 10 • GloryBee Foods Inc. Tea Blossom Bee Pollen Granules - Lead
- 11 • GloryBee Foods Inc. Wildflower Bee Pollen Granules - Lead
- 12 • GloryBee Foods Inc. Hive Power Capsules - Lead
- 13 • GloryBee Inc. Propolis Capsules - Lead
- 14 • GloryBee Foods Inc. Tea Blossom Bee Pollen Powder - Lead

15 **1.2** ERC and GLORYBEE are hereinafter referred to individually as a “Party” or  
16 collectively as the “Parties.”

17 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other  
18 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
19 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
20 and encouraging corporate responsibility.

21 **1.4** For purposes of this Consent Judgment, the Parties agree that GLORYBEE is a  
22 business entity that has employed ten or more persons at all times relevant to this action, and  
23 qualifies as a “person in the course of business” within the meaning of Proposition 65.

24 GLORYBEE manufactures, distributes, and/or sells the Covered Products.

25 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation  
26 dated August 30, 2016, that was served on the California Attorney General, other public  
27 enforcers, and GLORYBEE (“Notice”). A true and correct copy of the 60-Day Notice dated  
28 August 30, 2016 is attached hereto as **Exhibit A** and is incorporated herein by reference. More

1 than 60 days have passed since the Notice was served on the Attorney General, public  
2 enforcers, and GLORYBEE and no designated governmental entity has filed a complaint  
3 against GLORYBEE with regard to the Covered Products or the alleged violations.

4 **1.6** ERC's Notice and Complaint allege that use of the Covered Products exposes  
5 persons in California to lead without first providing clear and reasonable warnings in violation  
6 of California Health and Safety Code section 25249.6. GLORYBEE denies all material  
7 allegations contained in the Notice and Complaint.

8 **1.7** GLORYBEE denies the material, factual and legal allegations contained in the  
9 Complaint and denies any liability whatsoever, and maintains that the products that it has sold  
10 and distributed in California, including the Covered Products, have been and are in compliance  
11 with all laws, including Proposition 65, and that all products it sells were and are completely safe  
12 for their intended use and were and are in compliance with all applicable statutes and regulations.  
13 Nothing in this Consent Judgment shall be construed as an admission by GLORYBEE of any  
14 fact, finding, conclusion of law or violation of law, nor shall compliance with the terms of this  
15 Consent Judgment constitute or be construed as an admission by GLORYBEE of any fact,  
16 finding, conclusion, issue of law, or violation of law, such being specifically denied. This  
17 section 1.7, however, shall not diminish or otherwise affect GLORYBEE's obligations,  
18 responsibilities, and duties under the Consent Judgment or the releases given herein.

19 **1.8** The Parties have entered into this Consent Judgment without a trial in order to  
20 settle, compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
21 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or  
22 be construed as an admission by any of the Parties or by any of their respective officers,  
23 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,  
24 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or  
25 violation of law.

26 **1.9** Except as expressly set forth herein, nothing in this Consent Judgment shall  
27 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
28 current or future legal proceeding unrelated to these proceedings.

1           **1.10** The Effective Date of this Consent Judgment is the date on which it is entered as  
2 a Judgment by this Court.

3           **2. JURISDICTION AND VENUE**

4           For purposes of this Consent Judgment and any further court action that may become  
5 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
6 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction  
7 over GLORYBEE as to the acts alleged in the Complaint, that venue is proper in Alameda  
8 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final  
9 resolution of all claims up through and including the Effective Date which were or could have  
10 been asserted in this action based on the facts alleged in the Notice and Complaint.

11           **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

12           **3.1** As of September 15, 2017, or the Effective Date, whichever is later,  
13 GLORYBEE shall be permanently enjoined from manufacturing for sale in the State of  
14 California, “Distributing into the State of California”, or directly selling in the State of  
15 California, any Covered Products which exposes a person to a “Daily Lead Exposure Level” of  
16 more than 0.5 micrograms of lead per day unless it meets the warning requirements under  
17 Section 3.2.

18           **3.1.1** As used in this Consent Judgment, the term “Distributing into the State  
19 of California” shall mean to directly ship a Covered Product into California for sale in  
20 California or to sell a Covered Product to a distributor that GLORYBEE knows or has reason to  
21 know will sell the Covered Product in California unchanged and in the same packaging as  
22 provided by GLORYBEE.

23           **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure  
24 Level” shall be measured in micrograms, and shall be calculated using the following formula:  
25 micrograms of lead per gram of product, multiplied by grams of product per serving of the  
26 product (using the largest serving size appearing on the product label), multiplied by servings  
27 of the product per day (using the largest number of servings in a recommended dosage  
28 appearing on the product label), which equals micrograms of lead exposure per day.

1           **3.2 Clear and Reasonable Warnings**

2           If GLORYBEE is required to provide a warning pursuant to Section 3.1, the following  
3 warning must be utilized (“Warning”):

4           **WARNING:** This product contains a chemical known to the State of California to  
5 cause cancer and birth defects or other reproductive harms.

6           Or, by no later than August 30, 2018, the following warning must be utilized:

7           **WARNING:** Consuming this product can expose you to chemicals including lead  
8 which is known to the State of California to cause [cancer and] birth defects or other  
reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

9           The phrase “cancer and” must be included in the Warning only if the “Daily Lead Exposure  
10 Level” is greater than 15 micrograms of lead as determined pursuant to the quality control  
11 methodology set forth in Section 3.4.

12           The Warning shall be securely affixed to or printed upon the container or label of each  
13 Covered Product. In addition, for any Covered Product sold over the internet, the Warning shall  
14 appear in the product description on the product display page or on the checkout page before  
15 any purchase of any Covered Product. An asterisk or other identifying method must be utilized  
16 to identify which products on the checkout page are subject to the Warning.

17           The Warning shall be at least the same size as the largest of any other health or safety  
18 warnings also appearing on its website or on the label or container of GLORYBEE’s product  
19 packaging and the word “**WARNING**” shall be in all capital letters and in bold print. No  
20 statements intended to or likely to have the effect of diminishing the impact of, or reducing the  
21 clarity of, the Warning on the average lay person shall accompany the Warning. Further no  
22 statements may accompany the Warning that state or imply that the source of the listed chemical  
23 has an impact on or results in a less harmful effect of the listed chemical.

24           GLORYBEE must display the above Warning with such conspicuousness, as compared  
25 with other words, statements, design of the label, container, or on its website, as applicable, to  
26 render the Warning likely to be read and understood by an ordinary individual under customary  
27 conditions of purchase or use of the product.

1           **3.3 Reformulated Covered Products**

2           A Reformulated Covered Product is one for which the “Daily Lead Exposure Level” is no  
3 greater than 0.5 micrograms of lead per day as determined by the quality control methodology  
4 described in Section 3.4.

5           **3.4 Testing and Quality Control Methodology**

6           **3.4.1** Beginning within one year of the Effective Date, GLORYBEE shall  
7 arrange for lead testing of any of the seven specific Covered Products intified in Section 1.1,  
8 *supra*, which are being distributed or sold into California without the warning specified in  
9 Section 3.2, *supra*, at least once a year for a minimum of three consecutive years by arranging  
10 for testing of five randomly selected samples of each such Covered Products, in the form  
11 intended for sale to the end-user, which GLORYBEE intends to sell in California, directly  
12 selling to a consumer in California or “Distributing into the State of California.” If tests  
13 conducted pursuant to this Section demonstrate that no Warning is required for a Covered  
14 Product during each of three consecutive years, then the testing requirements of this Section  
15 will no longer be required as to that Covered Product. However, if during or after the three-  
16 year testing period, GLORYBEE changes ingredient suppliers for any of the Covered Products  
17 and/or reformulates any of the Covered Products, GLORYBEE shall test that Covered Product  
18 annually for at least two (2) consecutive years after such change is made.

19           **3.4.2** For purposes of measuring the “Daily Lead Exposure Level,” the  
20 arithmetic mean of the lead detection results of the five (5) randomly selected samples of the  
21 Covered Products will be controlling.

22           **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a  
23 laboratory method that complies with the performance and quality control factors appropriate  
24 for the method used, including limit of detection, qualification, accuracy, and precision that  
25 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”)  
26 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing  
27 method subsequently agreed to in writing by the Parties and approved by the Court through  
28 entry of a modified consent judgment.

1           **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an  
2 independent third party laboratory certified by the California Environmental Laboratory  
3 Accreditation Program or an independent third-party laboratory that is registered with the  
4 United States Food & Drug Administration, or that otherwise meets the specification set forth  
5 in Title 27 California Code of Regulations section 25900(b).

6           **3.4.5** Nothing in this Consent Judgment shall limit GLORYBEE's ability to  
7 conduct, or require that others conduct, additional testing of the Covered Products, including  
8 the raw materials used in their manufacture.

9           **3.4.6** Within thirty (30) days of ERC's written request, GLORYBEE shall  
10 deliver lab reports obtained pursuant to Section 3.4 to ERC. GLORYBEE shall retain all test  
11 results and documentation for a period of five years from the date of each test.

#### 12   **4. SETTLEMENT PAYMENT**

13           **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,  
14 attorney's fees, and costs, GLORYBEE shall make a total payment of \$34,250.00 ("Total  
15 Settlement Amount") to ERC within 10 business days of the Effective Date ("Due Date").  
16 GLORYBEE shall make this payment by wire transfer to ERC's escrow account, for which  
17 ERC will give GLORYBEE the necessary account information, so long as ERC has provided  
18 the necessary taxpayer information before that date. The Total Settlement Amount shall be  
19 apportioned as follows:

20           **4.2** \$6,211.20 shall be considered a civil penalty pursuant to California Health and  
21 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$4,658.40) of the civil penalty to the  
22 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe  
23 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
24 Code section 25249.12(c). ERC will retain the remaining 25% (\$1,552.80) of the civil penalty.

25           **4.3** \$1,424.62 shall be distributed to ERC as reimbursement to ERC for reasonable  
26 costs incurred in bringing this action.

27           **4.4** \$4,658.39 shall be distributed to ERC as an Additional Settlement Payment  
28 ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and

1 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly  
2 caused by Defendant in this matter. These activities are detailed below and support ERC's  
3 overarching goal of reducing and/or eliminating hazardous and toxic chemicals in dietary  
4 supplement products in California. ERC's activities have had, and will continue to have, a direct  
5 and primary effect within the State of California because California consumers will be benefitted  
6 by the reduction and/or elimination of exposure to lead and/or cadmium in dietary supplements  
7 and/or by providing clear and reasonable warnings to California consumers prior to ingestion of  
8 the products.

9       Based on a review of past years' actual budgets, ERC is providing the following list of  
10 activities ERC engages in to protect California consumers through Proposition 65 citizen  
11 enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those  
12 activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and testing dietary  
13 supplement products that may contain lead and/or cadmium and are sold to California  
14 consumers. This work includes continued monitoring and enforcement of past consent judgments  
15 and settlements to ensure companies are in compliance with their obligations thereunder, with a  
16 specific focus on those judgments and settlements concerning lead and/or cadmium. This work  
17 also includes investigation of new companies that ERC does not obtain any recovery through  
18 settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining  
19 ERC's Voluntary Compliance Program by acquiring products from companies, developing and  
20 maintaining a case file, testing products from these companies, providing the test results and  
21 supporting documentation to the companies, and offering guidance in warning or implementing a  
22 self-testing program for lead and/or cadmium in dietary supplement products; and (3) "GOT  
23 LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the  
24 numbers of contaminated products that reach California consumers by providing access to free  
25 testing for lead in dietary supplement products (Products submitted to the program are screened  
26 for ingredients which are suspected to be contaminated, and then may be purchased by ERC,  
27 catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer  
28 that submitted the product).



1 ERC shall be fully accountable in that it will maintain adequate records to document and  
2 will be able to demonstrate how the ASP funds will be spent and can assure that the funds are  
3 being spent only for the proper, designated purposes described in this Consent Judgment. ERC  
4 shall provide the Attorney General, within thirty days of any request, copies of documentation  
5 demonstrating how such funds have been spent.

6 **4.5** \$8,550.00 shall be distributed to the Law Office of Richard M. Franco as  
7 reimbursement of ERC's attorney's fees, while \$13,405.79 shall be distributed to ERC for its  
8 in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and  
9 costs.

10 **4.6** In the event that GLORYBEE fails to remit the Total Settlement Amount owed  
11 under Section 4 of this Consent Judgment on or before the Due Date, GLORYBEE shall be  
12 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall  
13 provide written notice of the delinquency to GLORYBEE via electronic mail. If GLORYBEE  
14 fails to deliver the Total Settlement Amount within five (5) days from the written notice, the  
15 Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in  
16 the California Code of Civil Procedure section 685.010. Additionally, GLORYBEE agrees to  
17 pay ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under  
18 this Consent Judgment.

19 **5. MODIFICATION OF CONSENT JUDGMENT**

20 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the  
21 Parties or pursuant to Section 5.4 and 5.5 and (ii) upon entry by the Court of a modified consent  
22 judgment.

23 **5.2** If GLORYBEE seeks to modify this Consent Judgment under Section 5.1, then  
24 GLORYBEE must provide written notice to ERC of its intent ("Notice of Intent"). If ERC  
25 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC  
26 must provide written notice to GLORYBEE within thirty (30) days of receiving the Notice of  
27 Intent. If ERC notifies GLORYBEE in a timely manner of ERC's intent to meet and confer,  
28 then the Parties shall meet and confer in good faith as required in this Section. The Parties

1 shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent  
2 to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed  
3 modification, ERC shall provide to GLORYBEE a written basis for its position. The Parties  
4 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any  
5 remaining disputes. Should it become necessary, the Parties may agree in writing to different  
6 deadlines for the meet-and-confer period.

7       **5.3**     In the event that GLORYBEE initiates or otherwise requests a modification  
8 under Section 5.1 for modification beyond bringing this Consent Judgment into compliance  
9 with any revisions to Proposition 65 and its regulations, and the meet and confer process leads  
10 to a joint motion or application of the Consent Judgment, GLORYBEE shall reimburse ERC its  
11 costs and reasonable attorney's fees for the time spent in the meet-and-confer process and filing  
12 and arguing the motion or application. GLORYBEE retains the right to challenge the  
13 reasonableness of any costs and attorney fees claims by ERC in this regard.

14       **5.4**     Where the meet-and-confer process does not lead to a joint motion or  
15 application in support of a modification of the Consent Judgment, then either Party may seek  
16 judicial relief on its own.

17       **5.5**     In the event that Proposition 65 is repealed or preempted in its entirety or as  
18 pertains to the Covered Products, then GLORYBEE shall have no further obligations pursuant  
19 to this Consent Judgment to the extent that the Covered Products are so affected.

20       **6.    RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**

21       **JUDGMENT**

22       **6.1**     This Court shall retain jurisdiction of this matter to enforce, modify, or terminate  
23 this Consent Judgment.

24       **6.2**     If ERC alleges that any Covered Product fails to qualify as a Reformulated  
25 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall  
26 inform GLORYBEE in a reasonably prompt manner of its test results, including information  
27 sufficient to permit GLORYBEE to identify the Covered Products at issue. GLORYBEE shall,  
28 within thirty (30) days following such notice, provide ERC with testing information, from an

1 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,  
2 demonstrating GLORYBEE's compliance with the Consent Judgment, if warranted. The  
3 Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

4 **7. APPLICATION OF CONSENT JUDGMENT**

5 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
6 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
7 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,  
8 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no  
9 application to any Covered Products which is distributed or sold exclusively outside the State of  
10 California and which is not used by California consumers.

11 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

12 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,  
13 on behalf of itself and in the public interest, and GLORYBEE and its respective officers,  
14 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliated  
15 entities under common (full or partial) ownership, suppliers, franchisees, licensees, customers  
16 (not including private label customers of GLORYBEE), distributors, wholesalers, retailers, and  
17 all other upstream and downstream entities in the distribution chain of any Covered Product,  
18 and the predecessors, successors, and assigns of any of them (collectively, "Released Parties")  
19 of any alleged violation of Proposition 65 or its implementing regulations and fully resolves all  
20 claims that have been or could have been asserted in this Action, including from handling use  
21 or consumption of the Covered Products up to and including the Effective Date. ERC, on  
22 behalf of itself and in the public interest, hereby fully releases and discharges the Released  
23 Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages,  
24 penalties, fees, costs, and expenses asserted, or that could have been asserted from the  
25 handling, use, or consumption of the Covered Products, as to any alleged violation of  
26 Proposition 65 or its implementing regulations arising from the failure to provide Proposition  
27 65 warnings on the Covered Products regarding lead up to and including the Effective Date.

28 **8.2** ERC on its own behalf only, and GLORYBEE on its own behalf only,

1 further waive and release any and all claims they may have against each other for all actions or  
2 statements made or undertaken in the course of seeking or opposing enforcement of Proposition  
3 65 in connection with the Notice and Complaint up through and including the Effective Date,  
4 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to  
5 enforce the terms of this Consent Judgment.

6 **8.3** It is possible that other claims not known to the Parties, arising out of the facts  
7 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
8 discovered. ERC on behalf of itself only, and GLORYBEE on behalf of itself only,  
9 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
10 claims up through and including the Effective Date, including all rights of action therefore.  
11 ERC and GLORYBEE acknowledge that the claims released in Sections 8.1 and 8.2 above may  
12 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any  
13 such unknown claims. California Civil Code section 1542 reads as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
15 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
16 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
17 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
18 OR HER SETTLEMENT WITH THE DEBTOR.

19 ERC on behalf of itself only, and GLORYBEE on behalf of itself only, acknowledge and  
20 understand the significance and consequences of this specific waiver of California Civil Code  
21 section 1542.

22 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
23 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
24 in the Covered Products as set forth in the Notice and Complaint.

25 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
26 environmental exposures arising under Proposition 65, nor shall it apply to any of  
27 GLORYBEE's products other than the Covered Products.

## 28 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

In the event that any of the provisions of this Consent Judgment are held by a court to be  
unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

1     **10. GOVERNING LAW**

2             The terms and conditions of this Consent Judgment shall be governed by and construed in  
3 accordance with the laws of the State of California.

4     **11. PROVISION OF NOTICE**

5             All notices required to be given to either Party to this Consent Judgment by the other shall  
6 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via  
7 email may also be sent.

8     **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

9 Chris Heptinstall, Executive Director, Environmental Research Center  
10 3111 Camino Del Rio North, Suite 400  
11 San Diego, CA 92108  
12 Tel: (619) 500-3090  
13 Email: chris\_erc501c3@yahoo.com

14 With a copy to:  
15 RICHARD M. FRANCO  
16 LAW OFFICE OF RICHARD M. FRANCO  
17 6500 Estates Drive  
18 Oakland, CA 94611  
19 Ph: 510-684-1022  
20 Email: rick@rfrancolaw.com

21     **GLORYBEE NATURAL SWEETENERS, INC.  
22 dba GLORYBEE and GLORYBEE FOODS, INC.:**

23 Alan Turanski, President  
24 120 North Seneca Road  
25 Eugene, OR 97402  
26 Ph: 541-689-0913  
27 Email: alan.turanski@glorybee.com

28 With a copy to:  
29 LAUREN M. MICHALS  
30 NIXON PEABODY LLP  
31 One Embarcadero Center, 18<sup>th</sup> Floor  
32 San Francisco, CA 94111  
33 Ph: (415) 984-8261  
34 Email: lmichals@nixonpeabody.com

1       **12. COURT APPROVAL**

2           **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall prepare and  
3 notice a Motion for Court Approval. The Parties shall use their best efforts to support entry of  
4 this Consent Judgment.

5           **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
7 prior to the hearing on the motion.

8           **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
9 void and have no force or effect.

10       **13. EXECUTION AND COUNTERPARTS**

11           This Consent Judgment may be executed in counterparts, which taken together shall be  
12 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid  
13 as the original signature.

14       **14. DRAFTING**

15           The terms of this Consent Judgment have been reviewed by the respective counsel for each  
16 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and  
17 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and  
18 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
19 and no provision of this Consent Judgment shall be construed against any Party, based on the fact  
20 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
21 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
22 equally in the preparation and drafting of this Consent Judgment.

23       **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

24           If a dispute arises with respect to either Party's compliance with the terms of this Consent  
25 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in  
26 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be  
27 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

1       **16. ENFORCEMENT**

2           ERC may, by motion or order to show cause before the Superior Court of Alameda  
3 County, enforce the terms and conditions contained in this Consent Judgment. In any action  
4 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,  
5 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.  
6 To the extent the failure to comply with the Consent Judgment constitutes a violation of  
7 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,  
8 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by  
9 law for failure to comply with Proposition 65 or other laws, so long as ERC is not seeking  
10 duplicative fines, costs, or penalties for the same alleged violations that occurred prior to entry of  
11 the Consent Judgment or are otherwise sought or awarded in a different action.

12       **17. ENTIRE AGREEMENT, AUTHORIZATION**

13           **17.1** This Consent Judgment contains the sole and entire agreement and  
14 understanding of the Parties with respect to the entire subject matter herein, and any and all  
15 prior discussions, negotiations, commitments, and understandings related hereto. No  
16 representations, oral or otherwise, express or implied, other than those contained herein have  
17 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
18 herein, shall be deemed to exist or to bind any Party.

19           **17.2** Each signatory to this Consent Judgment certifies that he or she is fully  
20 authorized by the Party he or she represents to stipulate to this Consent Judgment.

21       **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
22       **CONSENT JUDGMENT**

23           This Consent Judgment has come before the Court upon the request of the Parties. The  
24 Parties request the Court to fully review this Consent Judgment and, being fully informed  
25 regarding the matters which are the subject of this action, to:

26           (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
27 equitable settlement of all matters raised by the allegations of the Complaint that the matter has  
28 been diligently prosecuted, and that the public interest is served by such settlement; and

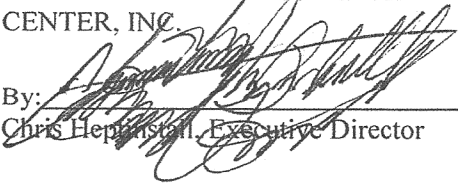
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(2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

**IT IS SO STIPULATED:**

Dated: 3/24/, 2017

ENVIRONMENTAL RESEARCH CENTER, INC.

By:   
Chris Heppinstall, Executive Director

Dated: \_\_\_\_\_, 2017

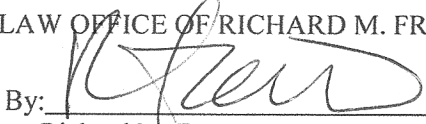
GLORYBEE NATURAL SWEETENERS, INC. dba GLORYBEE and GLORYBEE FOODS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: March 24, 2017

LAW OFFICE OF RICHARD M. FRANCO

By:   
Richard M. Franco  
Attorney for Plaintiff Environmental Research Center, Inc.

Dated: \_\_\_\_\_, 2017

NIXON PEABODY LLP

By: \_\_\_\_\_  
Lauren Michals  
Attorney for Defendant GloryBee Natural Sweeteners, Inc. dba GloryBee and GloryBee Foods, Inc.



1 (2) Make the findings pursuant to California Health and Safety Code section  
2 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

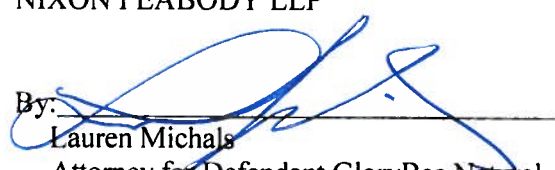
3 **IT IS SO STIPULATED:**

4 Dated: \_\_\_\_\_, 2017 ENVIRONMENTAL RESEARCH  
5 CENTER, INC.  
6 By: \_\_\_\_\_  
7 Chris Heptinstall, Executive Director

8 Dated: \_\_\_\_\_, 2017 GLORYBEE NATURAL SWEETENERS,  
9 INC. dba GLORYBEE and GLORYBEE  
10 FOODS, INC.  
11 \_\_\_\_\_  
12 By:  
13 Its:

14 **APPROVED AS TO FORM:**

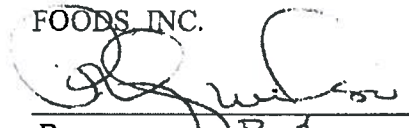
15 Dated: \_\_\_\_\_, 2017 LAW OFFICE OF RICHARD M. FRANCO  
16  
17 By: \_\_\_\_\_  
18 Richard M. Franco  
19 Attorney for Plaintiff Environmental  
20 Research Center, Inc.

21 Dated: March 24, 2017 NIXON PEABODY LLP  
22 By:   
23 Lauren Michals  
24 Attorney for Defendant GloryBee Natural  
25 Sweeteners, Inc. dba GloryBee and  
26 GloryBee Foods, Inc.  
27  
28

1 (2) Make the findings pursuant to California Health and Safety Code section  
2 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

3 **IT IS SO STIPULATED:**

4 Dated: \_\_\_\_\_, 2017 ENVIRONMENTAL RESEARCH  
5 CENTER, INC.  
6 By: \_\_\_\_\_  
7 Chris Heptinstall, Executive Director

8 Dated: March 24<sup>th</sup>, 2017 GLORYBEE NATURAL SWEETENERS,  
9 INC. dba GLORYBEE and GLORYBEE  
10 FOODS, INC.  
11   
12 By: Rae Jean Wilson  
13 Its: SE Executive Vice President

14 **APPROVED AS TO FORM:**

15 Dated: \_\_\_\_\_, 2017 LAW OFFICE OF RICHARD M. FRANCO  
16  
17 By: \_\_\_\_\_  
18 Richard M. Franco  
19 Attorney for Plaintiff Environmental  
20 Research Center, Inc.

21 Dated: \_\_\_\_\_, 2017 NIXON PEABODY LLP  
22  
23 By: \_\_\_\_\_  
24 Lauren Michals  
25 Attorney for Defendant GloryBee Natural  
26 Sweeteners, Inc. dba GloryBee and  
27 GloryBee Foods, Inc.  
28

**ORDER AND JUDGMENT**

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Judge of the Superior Court